



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of: Feger

Confirmation No.:

Serial No.: 09/920,810

Art Unit: 1654

Filed: August 3, 2001

Examiner: M. Meller

For: DALFOPRISTINE/
QUINUPRISTINE
COMBINATIONS WITH
CEFPIROME

Attorney Docket No: 11201-029-999
(formerly
03806.0509)

**POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST
AND REVOCATION OF PRIOR POWER OF ATTORNEY**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

SIR:

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Rabinowitz (Reg. No. 40286), Ognjan V. Shentov (Reg. No. 38051), Kenneth L. Stein (Reg. No. 38704), Andrew J. Gray (Reg. No. 41796), Henry C. Lebowitz (Reg. No. 36196), Leo Merken (Reg. No. 41192), Margaret B. Brivanlou (Reg. No. 40922), David R. Owens (Reg. No. 40756), Matthew E. Langer (Reg. No. 36343), Karen G. Horowitz (Reg. No. 35199), T. Christopher Tsang (Reg. No. 40258), and Carl P. Bretscher (Reg. No. 41635), all of Pennie & Edmonds LLP, whose addresses are 1155 Avenue of the Americas, New York, New York 10036; 1667 K Street N.W., Washington, DC 20006; 3300 Hillview Avenue, Palo Alto, CA 94304; and 12750 High Bluff Drive, Suite 300, San Diego, CA 92130, and each of them, its attorneys, to prosecute this application, and to transact all business in the Patent and Trademark Office connected therewith.

Please direct all future correspondence to Pennie & Edmonds LLP, located at 1155 Avenue of the Americas, New York, New York 10036-2711, and direct all telephone calls to Pennie & Edmonds LLP at (212) 790-9090.

Customer Number: 20583.

The undersigned, whose title is supplied below, is empowered to sign this document on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the patent application captioned above or patent issued thereon.

Date: Oct 13, '03

JONES PHARMA INCORPORATED

Signature

Name:

Title:

John Bellamy
EVP & GC

ASSIGNMENT OF PATENT

This Assignment is made effective as of December 30, 2002, between AVENTIS PHARMA S.A. ("Assignor"), in favor of JONES PHARMA INCORPORATED ("Assignee").

WHEREAS, Assignor, a corporation organized and existing under the laws of France, having a place of business at 20, avenue Raymond Aron, 92160 Antony FRANCE, is the owner of the entire right, title and interest in and to the invention relating to:

SYNERCID

as disclosed and/or claimed in the applications for Letters Patent and Letters Patent listed in Schedule A (collectively, the "SYNERCID invention");

WHEREAS, Assignor and Assignee's parent company, KING PHARMACEUTICALS, INC. ("King"), are parties to a Product Acquisition and License Agreement which provides for Assignor to assign all of its right, title and interest in the above SYNERCID invention to King's designated Affiliate;

WHEREAS, Assignee, a Delaware corporation, having a place of business at 510 Cumberland Street, Suite 200, Bristol, Virginia 24201, is a subsidiary of King Pharmaceuticals, Inc. and has been designated as the appropriate party to own the SYNERCID invention *in the United States*; and

WHEREAS, Assignee is desirous of securing the entire right, title, and interest in and to this SYNERCID invention *in the United States*, including without limitation in and to (a), the above applications for Letters Patent and Letters Patent on this invention *in the United States*; and (b) the Letters Patent issued or to be issued *in the United States* upon these applications; along with (c) all statutory invention registrations, including reissues, renewals, divisions, continuations, continuations-in-part, supplementary protection certificates, extensions and reexaminations of any the applications or Letters Patents set forth in subsections (a) or (b) hereof; (d) all inventions disclosed therein; (e) all rights therein provided by international treaties and conventions, and all rights to obtain patents and registrations thereto, and all counterparts to any of the foregoing, in each case *in the United States*; and (f) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing (subsections (a) through (f) hereof, collectively, the "Assigned Intellectual Property").

NOW THEREFORE, be it known that, for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration the receipt of which from Assignee is hereby acknowledged, Assignor, as owner, has sold, assigned, transferred, and set over and does hereby sell, assign, transfer, and set over unto the Assignee, its heirs, assigns, and assigns, all right, title, and interest in and to the SYNERCID invention, including without limitation in and to (a), the above applications for Letters Patent and Letters Patent on this invention *in the United States*; and (b) the Letters Patent issued or to be issued *in the United States* upon these applications; along with (c) all statutory invention registrations, including reissues, renewals, divisions, continuations, continuations-in-part, supplementary protection certificates, extensions and reexaminations of any the applications or Letters Patents set forth in subsections (a) or (b) hereof; (d) all inventions disclosed therein; (e) all rights therein provided by international treaties and conventions, and all rights to obtain patents and registrations thereto, and all counterparts to any of the foregoing, in each case *in the United States*; and (f) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing (subsections (a) through (f) hereof, collectively, the "Assigned Intellectual Property").

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UNITED STATES

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and assigns, its entire right, title, and interest in and to the Assigned Intellectual Property *in the United States*, and Assignor hereby authorizes and requests any official of *the United States* whose duty it is to issue patents thereon to issue same to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, Assignor HEREBY covenants that it has the full right to convey the interest assigned by this Assignment, and it has not executed and will not execute any agreement in conflict with this Assignment;

AND, Assignor HEREBY further covenants and agrees that it will, without further consideration, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Assigned Intellectual Property in said Assignee, its successors or assigns, *in the United States*, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns; including without limitation to cooperate, and to require each past or present employee, consultant, representative, contractor, agent or other individual under the custody or control of Assignor (including without limitation any such individual that is, or is identified as, an inventor of any of the Assigned Intellectual Property) to cooperate, with Assignee, its attorneys, agents, successors and assigns, to transfer title in, to file, prosecute, obtain, maintain, assert, enforce and defend, and to otherwise protect any and all of the Assigned Intellectual Property and/or Assignee's ownership interest therein, including, without limitation, to (a) execute such documents, sign all lawful papers, and make all rightful oaths as Assignee deems reasonably necessary or appropriate in connection with same; (b) execute all documents, papers, forms or authorizations, necessary to vest full title in and to the Assigned Intellectual Property to Assignee; (c) communicate any facts known or reasonably available respecting any of the Assigned Intellectual Property; (d) provide testimony for, or be joined in, any proceeding to obtain, enforce and/or defend any of the Assigned Intellectual Property; and (e) generally do everything reasonably necessary to aid same to obtain and enforce proper protection for the Assigned Intellectual Property, all at Assignee's request and expense.

IN TESTIMONY WHEREOF, I/WE have hereunto set our hand(s).

Dated as *August 1*, 2003

By: 

Name: Juergen Lasowski
Title: Vice President
Business Development and Strategy,
North America,
Aventis Pharmaceuticals Inc.
Authorized Signatory for
Aventis Pharma S.A.

Schedule A

1. [REDACTED]
2. U.S. Patent Application No. 09/920,810
3. [REDACTED]
4. [REDACTED]
5. [REDACTED]